APPENDIX D

STANDARD ASSURANCES

Upon execution of the Grant Contract, these Standard Assurances are incorporated in and become part of the Grant Contract. Pursuant to the Ohio Airport Grant Program Standard Grant Application Procedure, the undersigned: __________________________ hereby assure the Ohio Department of Transportation that:

1. The Grant Funds will be used for the project described in the application.

2. The Airport for which Grant Funds are requested is not eligible to receive FAA Air Carrier Enplanement Funds or FAA Cargo Funds.

3. The Applicant will inform ODOT if any grants from non-ODOT sources (other than the Applicant) will be used to pay for any part of the project.

4. The Applicant will inform ODOT of any program income, that is, any income directly generated by a grant supported activity, or earned as a result of the grant agreement, during the grant period. An example would be income from the sale of trees that were cut as part of an obstruction removal project. ODOT grant funding will be reduced by 95% of the amount of any program income.

5. The Applicant will comply with all federal, state and local laws, rules and executive orders, as they apply to Airports and to the performance of the project.

6. The Applicant’s Governing Body has passed a resolution authorizing the original Application.

7. The Applicant has sufficient funds available for that portion of the project costs which will not be paid by ODOT, and the required local funding for the project as described in the application has been appropriated.

8. The Applicant will perform the project in accordance with the Ohio Airport Grant Program Procedure for the relevant Fiscal Year.

9. The public shall be afforded use of the Airport and of its facilities for aviation purposes as fully and equally as all other parties, in accordance with Ohio Revised Code 4561.11. If the facilities cease to be an airport within 20 years from the date of the Grant Contract, the Applicant agrees to return the full amount of the Grant Funds to the State or in the case of real property, the appraised fair market value at the time the facility ceases to be an airport.

10. Any equipment purchased with ODOT grant funds will be operated for at least 20 years from the date of the Grant Contract unless the Applicant receives written permission from the Director of Transportation to discontinue operating the equipment. Such written permission shall include instructions on how to dispose of the equipment and what to do with the proceeds of any sale of the equipment. The equipment, with ODOT approval, may be transferred to any other publicly owned General Aviation airport in this state.
11. The Grant Funds will be used for improvements on publicly owned property only. Applicant affirms that it is the owner of the property and/or facility associated with this project for which grant funds will be used, or in the case of obstruction removal projects, on property for which an ODOT approved, recorded easement or temporary construction easement has been obtained and submitted with the application. If Applicant does not own the property and/or facility associated with this project, an ODOT approved lease for the use of that property and/or facility has been obtained and submitted with the application. Said lease shall be for the useful life of the facilities developed or equipment acquired under the grant project, but in any event shall be for at least twenty (20) years from the date of the Grant Contract.

12. The Applicant has submitted an executed Ohio Airport Protection Act Compliance Form (Appendix O on the Office of Aviation grant web page).

13. The Applicant agrees to maintain all Airport owned or controlled Part 77 surfaces free of obstructions that can feasibly be removed or provide a formal airspace review of the obstruction completed by the FAA.

14. The Applicant assures or certifies that it has implemented an effective airport pavement maintenance program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with ODOT funds.

15. The Applicant will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved to/by ODOT for the project.

16. During the performance of the project the Applicant will comply with all applicable Ohio Environmental Protection Agency and U.S. Army Corps of Engineers regulations concerning streams, wetlands and water quality, and with all applicable provisions of the Endangered Species Act and state species protection rules.

17. Applicant agrees to comply with all applicable state and federal laws regarding drug-free workplace. Applicant shall make a good faith effort to ensure that all Applicant employees, while working on state property, will not purchase, transfer, use or possess illegal drugs or alcohol or abuse prescription drugs in any way.

APPLICANT/SPONSOR: __________________________________________________________

PRINTED NAME OF SIGNER: _____________________________________________________________

PRINTED TITLE OF SIGNER: ______________________________________________________________

SIGNATURE:  ______________________________________________________________

DATE:  ______________________________________________________________